

AGREEMENT
LEAD HAZARD CONTROL GRANT PROGRAM

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER URBAN RENEWAL AUTHORITY**, a body corporate duly organized and existing as an urban renewal authority under the laws of the state of Colorado, with an address of 1555 California Street, Suite 200, Denver Colorado 80202 (the “Contractor” or “DURA”, and collectively (the “Parties”).

1. WORK TO BE PERFORMED: The City, acting by and through the Denver Department of Public Health and Environment (the “Agency”), has received federal funds to provide a lead-based paint hazard control program pursuant to the Residential Lead Based Paint Hazard Reduction Act of 1992 (and generally referred to as the Lead Hazard Control Grant Program), as may be amended from time to time. The Contractor, under the general direction of, and in coordination with, the Agency’s Executive Director (the “Executive Director”) or other designated supervisory personnel, shall diligently and professionally provide the services described in the Contractor’s Scope of Work, a copy of which is marked as **Exhibit A**, attached hereto and incorporated herein by reference. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

2. TERM: The Agreement will commence on February 1, 2018 and will expire on January 31, 2021 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date, and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

3. COMPENSATION AND PAYMENT:

A. Fees and Expenses: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **TWO MILLION SIX HUNDRED EIGHT THOUSAND TWO HUNDRED ELEVEN DOLLARS AND NO CENTS (\$2,608,211.00)** (the “**Maximum Contract Amount**”), to be used in accordance with the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**. The Contractor certifies the budget line items in **Exhibit B** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. Part 200, Subpart E.

B. Invoices: Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor’s monthly invoices and any City required budget documents or reports. Contractor’s invoice(s) will include any and all appropriate supporting documentation, including time sheets, payroll records, receipts, and any other document which may be pertinent in light of the nature of the services performed or expenses incurred under this Agreement. Contractor’s invoice(s) will reflect in detail the services performed within the period for which the payment is requested and will address all completed project outcomes. Contractor’s invoices must identify reasonable allowable direct costs and allocable indirect

costs actually incurred in accordance with the budgeted categories and amounts contained in **Exhibit B** and any applicable rate schedule approved by the City. Except for the initial request, funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and costs incurred during the prior month. Invoices submitted for payment must be received by the Agency on or before the 25th day of the month following the month in which expenses were incurred. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

If applicable, time sheets must reflect the amount of time, in hours and quarters of hours, attributable to each activity performed under this Agreement. In the event that Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

C. Budget Modifications: Budget line items may only be modified by the written approval of the Executive Director, if in the Executive Director's sole judgment such modification is reasonable and appropriate. However, such budget modifications will not alter the **Maximum Contract Amount**. Any modification to **Exhibit B** shall not take effect until approved in writing. Any modification to **Exhibit B** agreed to by the parties that requires an increase in the **Maximum Contract Amount** shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

D. Maximum Contract Liability: Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the **Maximum Contract Amount**. The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work other than the work described herein, and that any work performed by Contractor beyond that specifically described is performed at the Contractor's risk and without authorization under this Agreement. The Contractor understands and agrees that any and all payment obligations of the City under this Agreement, including any extensions or renewals thereof, whether direct or contingent, shall extend only to funds received from the U.S. Department of Housing and Urban Development, approved and appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement, and paid into the Treasury of the City, or City match or in-kind funds. The Contractor acknowledges that (1) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. Federal Funds Contingency: The Contractor understands that this Agreement is funded, in whole or in part, with federal funds. It is further acknowledged that as of the date of the execution of this Agreement, the total amount to be awarded to the City pursuant to the Lead Hazard Control Grant Program may not have been fully determined, finalized, or paid. Should a reduction in City awarded funds under such Grant Program necessitate a reduction to the Contractor award hereunder, the City reserves the right to make a *pro rata* reduction affecting all contractors with the City under the City's Lead Hazard Control

Program. Any such reduction in funding will also be reflected in deliverables outlined in **Exhibit A**.

F. Recovery of incorrect payments: If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against any and all disallowed costs.

G. Federal Match Requirement: The Lead Hazard Control Grant Program requires the City to make a cost sharing or matching requirement. Upon receipt of match commitment funds (CDBG), paid to DURA by the City, through the Office of Economic Development, such funds will be allocated for use to benefit the lead based paint hazard control program and will be tracked as match to fulfill this requirement.

H. REPORTS/CLOSEOUT PROCEDURES/CORRESPONDENCE:

1. Reports and Closeout Procedures: The Contractor shall provide the program area of the Agency with the reports described in **Exhibit A** (Scope of Work) in such a format as may be designated by the City. Such reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Contractor shall comply with any and all contract closeout procedures directed by the Executive Director to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature.

2. Submission of Correspondence and Invoices: All written correspondence concerning procedural or administrative contract matters (other than notices required to be provided to the Executive Director and others as described in paragraph 19 (**NOTICES**)) shall be delivered to Terra.HazemanSwazer@denvergov.org, or by U.S. mail to:

Attn: Terra Haseman Swazer, Program Director
Denver Department of Public Health and Environment
200 W 14th Ave, 3rd Floor
Denver, Colorado 80204.

Invoices shall be delivered to Terra.HazemanSwazer@denvergov.org, or by US Mail to:

Attn: Financial Services
Denver Department of Public Health and Environment
200 W 14th Ave, 3rd Floor
Denver, Colorado 80204.

4. PERFORMANCE MONITORING/INSPECTION: The Contractor shall permit the Executive Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall, upon reasonable notice, make available to the City for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Executive Director, as provided in writing to DURA.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick-backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. If the Agreement is terminated without cause the Contractor will be compensated for work requested and satisfactorily performed. Upon termination of the Agreement by the City, with or without cause, the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work requested and satisfactorily performed as described in the Agreement.

D. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. EXAMINATION OF RECORDS:

A. The U.S. Department of Housing and Urban Development, the Controller General of the United States of America or its authorized representative, any duly authorized representative of the City, including the City Auditor or its representative, or any duly authorized representative of the State of Colorado, shall, until the expiration of five (5) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

B. The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget.

C. The Contractor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the federal government and the City's Auditor and to give any authorized representatives of the federal government and the City access during reasonable hours to such books and records. Any representative of the federal government or the City's Auditor shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, tax returns, papers and files of the Contractor, related to this Agreement, whether prepared manually or electronic, and the Contractor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The Contractor's obligation to retain the above records shall expire five (5) years after the Contractor's statement for any period has been delivered to the City.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

9. **INSURANCE:** Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended (the "Act"). Contractor shall maintain insurance, by commercial policy or self-insurance, as necessary to meet the Contractor's liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

10. **LIABILITY:** In relation to the Agreement, the parties are relying upon and have not waived the monetary limitations and all other rights, immunities and protection provided by the Act. The Parties will be liable for the actions and omissions of their respective officers and agents, employees, and subcontractors to the extent provided by the Act. Neither party will have any liability or responsibility to anyone for any act or omission of the other. This obligation shall survive termination of the Agreement.

11. **TAXES, LATE CHARGES, AND PERMITS:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that

the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property, including to land, facilities, improvements, or equipment.

12. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations except to lead abatement and/or general contractors as set forth in **Exhibit A** without obtaining the Executive Director's prior written consent. Any attempt by the Contractor to otherwise assign its rights or obligations or subcontract performance obligations without the Executive Director's prior written consent will be void and, at the Executive Director's option, automatically terminates the Agreement. The Executive Director has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and sub-consultant or subcontractor or assignee.

13. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

15. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

By Contractor to: Executive Director, Department of Public Health and Environment
City and County of Denver
200 W. 14th Ave
Denver, Colorado 80204-3221

With a copy to: Program Director
Department of Public Health and Environment
200 W. 14th Ave
Denver, Colorado 80204-3221

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

19. DISPUTES: All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in paragraph 1 hereof.

20. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter,

Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

21. COMPLIANCE WITH APPLICABLE LAWS: The Contractor will comply with all applicable Federal, State and City laws, ordinances, codes, regulations, rules, executive orders, and policies whether or not specifically referenced herein. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services referenced in this Agreement and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. In particular, and not by way of limitation, the services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional federal requirements:

A. Federal Grant Award: All of the terms and conditions of the Lead Hazard Control Grant between the City and the U.S. Department of Housing and Urban Development for the fiscal years covered by this Agreement whether or not any such terms or conditions are set forth in the text of this Agreement. The terms and conditions of the said Lead Hazard Control Grant are incorporated herein by reference and attached as **Exhibit C**.

B. Program Guidance: All information, circulars, memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the Lead Hazard Control Grant program or the expenditure of other federal funds provided under this Agreement.

C. OMB Circulars: The applicable terms and conditions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards/Funds, 2 C.F.R. Part 200, *et seq.*

D. Grievance Policy: The parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Contractor. In order to satisfy this requirement, the Contractor agrees to provide a written "Grievance Policy" and related procedures as a mechanism to provide opportunities for the City and the clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

E. Debarment: The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this Article, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this Article, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations.

F. No Discrimination in Program Participation: The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this Article.

G. Access to Services for Persons with Limited English Proficiency: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting federal agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor's programs, services and activities under this Agreement. The City maintains a Limited English Proficiency (LEP) Plan, through the Office of Economic Development, to ensure compliance with Title VI and will provide services to Contractor necessary for compliance.

H. Prohibited Transactions:

(1) Interest of Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed.

(2) **Members of Congress:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

(3) **City Employees:** No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual provision that contravenes the provisions of this section shall be null and void. This section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party.

(4) **No Political Activity:** Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

I. **Byrd Anti-Lobbying:** If the **Maximum Contract Amount** exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

J. **Mandatory Disclosures:** Contractor must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the City taking any of the remedies described in 2 C.F.R. §200.338.

22. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that it will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City. |

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

24. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

25. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information: The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”); (2) confidential information pertaining to persons receiving services from the Agency (“Client Data”), or (3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor’s access to electronic Confidential Information to “read-only” access or “limited” access as such terms are designated by the Executive Director.

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data, including protected health information, or other protected information, and to comply with all requirements contained in the attached Exhibit A.

(1) Use of Confidential Information: Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Executive Director.

(2) City Methods: The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to Confidential Information, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (b) the Contractor shall retain no copies, recreations,

compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) **Employees and Subcontractors:** The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

(4) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2014), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

26. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other

intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

27. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

31. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

32. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

33. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

34. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

END

Exhibits List:

<u>Exhibit A</u>	Scope of Work
<u>Exhibit B</u>	Budget
<u>Exhibit C</u>	HUD Grant

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: ENVHL-201843088-00

Contractor Name: DENVER URBAN RENEWAL AUTHORITY

By: *Joshua J. Widoff*

Name: Joshua J. Widoff
(please print)

Title: Chair
(please print)

ATTEST: [if required]

By: *Tracy Huggins*

Name: Tracy Huggins
(please print)

Title: Secretary
(please print)



EXHIBIT A

City of Denver Lead Based Paint Hazard Control Program (LBPHC) 2018 - 2021 Scope of Work

Management Structure

The City and County of Denver – Department of Public Health and Environment (DDPHE) will be the grantee. Terra Haseman Swazer will be the Program Director (PD) and Brendan Doyle will be the Program Administrator (PA). Nicol Hogg serves as the Divisional Program Manager and will provide general program oversight.

Denver Urban Renewal Authority (DURA) will manage and staff the day-to-day project management as the primary subrecipient. A Project Director will be hired by DURA who will oversee the operations of the program and provide technical assistance, oversight, and review all program details. DDPHE will coordinate efforts among the various partners and service providers through the Colorado Lead and Healthy Housing Coalitions and individual working agreements. DURA will participate in dedicated education and outreach efforts.

Staffing The table below describes the staff:

TABLE I: STAFFING

POSITION	STAFF PERSON	AGENCY
Program Oversight	Nicol Hogg	City & County of Denver
Program Director (PD)	Terra Haseman Swazer	City & County of Denver
Program Administrator (PA)	Brendan Doyle	City & County of Denver
Senior Accountant	Anne Bygrave	City & County of Denver
Project Director (PJD)	TBD	Denver Urban Renewal Authority
Program Manager (PM)	Mariea Singleton	Denver Urban Renewal Authority
Senior Rehab Specialist/Lead Risk Assessor (RA)	Fred Yeazel	Denver Urban Renewal Authority
Rehab Specialist/Lead Risk Assessor (RA)	Joe Brackett	Denver Urban Renewal Authority
Loan Specialist	Brenda Bruce	Denver Urban Renewal Authority
Intake Specialist (IS)	Ramon Bonilla	Denver Urban Renewal Authority

Each party will inform the other party of any staff changes or vacancies that affect this grant program within 5 business days.

Lead Abatement Contractor Pool

DURA will use an open invitation to all contractors certified to participate in the LBPHC program, and the invitation to become a certified contractor continues to be open on a rolling basis. DURA will continue to encourage interested general contractors and subcontractors to become state-certified in lead abatement. Funds are budgeted to pay for certification training for contractors willing to commit to working with the LBPHC program as set forth in Exhibit B.

FUNDING FLOW

1. DURA will subcontract with lead abatement contractors after following procurement policies and procedures.
2. DURA will solicit three (3) bids per enrolled unit, unless the estimated cost is below \$5,000.
3. Upon acceptance and award of bid, DURA, the lead abatement contractor and property owner execute appropriate documents for funding during the closing process meeting.
4. DURA will notify lead abatement contractor, in writing, of approval to begin work.
5. Upon completion of lead hazard control activities, the lead abatement contractor will request a clearance test.
6. DURA staff will complete the clearance test.
7. Upon passing clearance, final payment is made by DURA to the lead abatement contractor.
8. By the 25th of the following month, DURA will submit an invoice and all backup documentation to the City for review and approval for payment.
9. DURA will be paid on a monthly reimbursable basis.
10. The City will make Line of Credit Control System (“LOCCS”) draws monthly.

PROCESS FOR SELECTING LEAD ABATEMENT CONTRACTORS

Upon enrollment of a new unit, DURA will draft a program-specific scope of work. DURA will obtain three qualified bids, unless the scope of work estimate is less than \$5,000, as detailed below, and the lowest reasonable bid will be selected based on history, capacity, license, and is within 15% percent of the internal estimate for each unit scope of work completed by the RA. As described above, DURA will continue to work with a select pool of contractors. These contractors are used on a rotating basis, beginning with the first qualified contractor to apply. For work under \$5,000, they will be awarded the unit work if their written bid price falls within 15% of the estimate prepared by DURA staff. If not, a second contractor will bid the work and the lowest bid price of the two will be selected. For work with an internal estimated cost over \$5,000, a minimum of three bids will be solicited.

IDENTIFICATION OF PROPERTIES:

The PM, in collaboration with City staff, will collaborate with government organizations and agencies, non-profit organizations, and community organizations in the targeted neighborhoods to help identify potential clients. Target neighborhoods include:

Athmar Park	Barnum	Barnum West	Clayton	Cole
East Colfax	Elyria Swansea	Globeville	Highland	Lincoln Park
Mar Lee	North Park Hill	Northeast Park Hill	Sun Valley	Sunnyside
Valverde	Villa Park	West Colfax	Westwood	Whittier

SELECTION OF ELIGIBLE PROPERTIES:

The IS will educate the clients about the program benefits and criteria and helps to determine the client’s preliminary eligibility through the following criteria:

- Determine client’s needs
- Identify if the LBPHC Program may meet the client’s needs
- Confirm that the home is within the City and County of Denver limits and therefore included in the initial Tier 1 Environmental Review

- Verbal confirmation that the client is within the project income guidelines
- Verbal confirmation that there are children under six at the property for a significant period of time, as defined by a minimum of twenty hours a week-

The IS will pull the Assessor's report to verify:

- Applicant(s) resides in the property and is on title
- The owner of record
- Verify that property was built before 1978

To become an enrolled unit, the following information is required to be completed:

- Application
- Statement of Household Income/Demographics
- Verification of household income through: pay stubs, one year of W-2 forms, written proof of Social Security, pension, alimony, and child support or signed affidavit for unreported income, etc.
- Follow-up dust testing permission
- Blood Lead Test Release Forms, to be provided, if applicable, by DDPHE
- Copy of Birth Certificate and/or Birth Certificate verification form

Applicant:

- Household income is under 80% AMI for all Owner-Occupied Unit *OR*
- Household income is under 80% AMI for all rental units with at least 50% of the Rental Units with applicant income <50% of AMI (50-50-80 Rule Title X) *AND*
- Signed Release of Blood Lead Results Form for each child included in application or signed waiver of refusal of blood lead test

Unit:

- Pre-1978- residential single-family home ***and***
- Within Target and/or Tier 1 Environmental Review area established ***and***
- Child age six or under lives or spends a “significant amount of time” in the housing unit-(e.g. Residential Daycare or grandchildren). Visiting child form required for any visiting child claimed on application ***or***
- An expectant mother

If an application to the program is denied, a denial letter must be prepared by the PM and delivered to the property owner and tenant to notify them they are not eligible for the LBPHC program and refers them to any other appropriate resources including:

- Refer client to another applicable City and County of Denver program that may address their needs
- Refer client to a non-profit organization or to other resource, as applicable

PRIORITIZATION OF PROPERTIES

Properties where children are known to have lead poisoning will have priority in the program.

Units Where Children are diagnosed with Elevated Blood Lead Levels in Denver

DURA, in coordination with DDPHE, will encourage all families to get their children blood tested with their primary care pediatrician. Families who may qualify for the LBPHC program and have a lead poisoned child and who grant permission to DDPHE will be referred to DURA for eligibility determination under this grant agreement.

Units With Children Under the Age of Six and/or expectant mothers and the presence of lead paint hazards

Additional priority will be given to properties where children under the age of six are living (although not necessarily identified with Elevated Blood Lead Levels), and lead paint hazards are present.

Other High-Risk Housing Units

DURA will enroll other qualifying high-risk housing units that will be identified through other means, including outreach campaigns by program partners CREA and Westwood Unidos, referrals from DDPHE housing and child care inspectors, and referrals from other community-based organizations.

FINANCING MECHANISM

Rental Properties

A Deed of Trust and Promissory Note will not be required for rental properties that are enrolled in the program where the cost of lead hazard abatement is less than \$6,000. A signed Addendum to the DURA, homeowner, lead abatement contractor contract **will** be required. For rental properties that receive more than \$6,000 of lead hazard abatement work, the amount exceeding \$6,000 will be secured by a Deed of Trust and Promissory Note, for that amount to be considered a forgivable loan.

Rental property owners receiving more than \$6,000 will receive a fully forgivable loan for the amount in excess of \$6,000 provided the property owner continues to rent to low-moderate income households for a period of 3 years following the completion of lead hazard control program activities, as outlined in the Addendum to the contract. DURA will verify with the property owner and current tenants annually to ensure that the rent rate is in compliance with program guidelines. All rental property owners will be required to contribute 10% of lead hazard control costs. If the full amount cannot be paid at the closing, the Program Manager will work with the property owner to create a payment schedule or waive the requirement. All payments will be deposited into DURA's bank account and reused on other LBPHC eligible units. Healthy Homes work that is conducted in the property will be granted with no repayment requirement.

Sale of Rental Property

All outstanding portions of the loan are due upon sale of the rental property if the sale occurs within the 3-year term of the loan. For example, if a property owner sells the property in question in month 20, the remaining amount of the loan will be due based on the remaining months (16) divided by 36 months multiplied by the original principal. The loan can be transferred to a family member upon death or by non-monetary transfer if the new owner will agree to the program guidelines (i.e., tenant income, affordability, child under six). Upon sale of the property, all lead hazard remediation work that has been performed on the property is to be disclosed to potential buyers, pursuant to federal law.

Refinance of Rental Property

DURA will consider subordinating its loans for a refinance if DURA believes, in its sole discretion, that the refinancing is in the best interests of the client.

Homeowner-Occupied Properties

Homeowner-occupied properties will receive a grant to remediate the lead hazards. In these cases, a contract is signed between the homeowner and DURA stating that the property is to be maintained as the primary residence of the family for at least 9 months out of the year and, upon sale of the property, all lead hazard remediation work that has been performed on the property is disclosed to potential buyers, pursuant to federal law. No Deed of Trust or Promissory Note is signed or recorded. On a case-by-case basis, the PM may also grant approval for additional costs due to error or experimentation by the property owner for enrollment, provided that all lead hazards are addressed properly.

Matching Funds

DURA will use \$250,000 of CDBG funding to the extent such funding is received from the City over the lifetime of this agreement as a required match amount to the LBPHC program. The City must approve and release the CDBG funds to DURA for this required match component.

INSPECTIONS AND RISK ASSESSMENTS

The Denver LBPHC Program will utilize the HUD Lead Inspection and Risk Assessment protocol as described in the *HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards in Housing and specific OHHLHC Policy Guidance*. Any unit that is enrolled in the Denver LBPHC Program must have a combination lead inspection/risk assessment performed by a state-certified lead risk assessor who is knowledgeable and experienced in the *HUD Guidelines* protocol and this specific grant award program.

Inspection risk assessments and clearances are performed by DURA. Risk assessment and clearance levels will be used in accordance to this specific grant program. When exterior work is performed, soil clearances will be utilized using the risk definitions of 400ppm for a play area and 1200ppm for non-play area. The risk levels are shown below.

Table 2: Risk Assessment and Clearance Levels Used by the Denver LBPHC Program

	Risk Assessment	Clearance
Window Sills:	≥100ug/sf	<100ug/dL
Interior Floors:	≥10ug/sf	<10ug/dL
	<100ug/sf	
Porch Floors:		<40 ug/dL
Soil: primary play area:	400ppm	400ppm
Paint:	0.5% or 1.0 mg/cm ²	

Samples will be collected and analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program. The Denver-area lab is Reservoirs Environmental, and it is fully credentialed to analyze lead samples. An XRF machine or paint chip samples collected will be used, per the guideline and regulations, for determining the lead content in paint or varnish, in all OHHLHC units.

WORK SPECIFICATIONS AND BIDS

After the risk assessment has been performed, DURA staff will develop a scope of work description (SOW) and cost estimate. On contracts anticipated to cost more than \$5,000, the RA or PM invites at least 3 of the lead abatement contractors in the contractor pool, based on availability and capacity of the lead abatement contractors. On contracts anticipated to cost less than \$5,000 the RA invites, on a rotating basis which began initially with the first qualified lead abatement contractor to apply, one lead abatement contractor to a

bid conference. The RA sends copies of bids to PM and PJD. The RA, PJD, and PM review the bids and proposals for completeness and acceptability. Bid is chosen by:

- Lowest reasonable bid if the cost of work is over \$5,000
- Capacity of lead abatement contractor to complete the work within the specified time frames based on:
 - History of quality of work completed by the lead abatement contractor on OHHLHC units
 - Certified workers on file with the program and eligible to work on the units per the scope
 - In progress units and newly contracted units will not be beyond the capacity documented for the lead abatement contractor to complete in addition to this bid award
 - License, certification, insurance of lead abatement contractor is up to date and on file
 - Is confirmed to be consistent and reasonable with the RA internal cost estimate

Once the review is complete, the RA, PJD, and PM then select the most reasonable bid for the property. The RA and lead abatement contractor will draft the occupant protection plan which is submitted by the awarded lead abatement contractor for occupant protection and compliance with 10-day work time frame for all lead work to be completed. The RA notifies IS, PJD and PM if relocation is necessary for the project. The PM will verify the program budget and funding ability to offset cost of relocation of applicant and if the applicant is eligible within defined times outlined in DURA's Relocation Policies and Procedures. The awarded lead abatement contractor will walk the job with a DURA RA where the results of the risk assessment and the work description will be discussed. A contract is written between the lead abatement contractor and the owner of the property with the Denver LBPHC Program as the funding agent, with oversight and monitoring provided by DURA. All contracts have a one-year warranty on work performed as described in the description of work. The DURA RA will inspect the work in progress and when the job is complete. The person who performed the original risk assessment will typically perform the clearance exam. Final payment is made to the lead abatement contractor only after clearance is achieved. If clearance fails, the lead abatement contractor will be held responsible for the cost of any additional clearances.

LEVELS OF INTERVENTION AND CLEARANCE PROCEDURES TO BE CONDUCTED FOR UNITS ENROLLED

DURA will utilize a cost-effective mix of abatement and interim controls to address the lead hazards in a home, utilizing interim controls whenever possible. Each unit is evaluated independently to determine what mix of controls is appropriate based on the condition of building components, the blood lead levels of the child occupants, and the relative costs of abatement vs. interim controls. The low-income rental units that do not house children with elevated blood lead levels will be treated with low-level interventions in an effort to address hazards in more units occupied by the most vulnerable population. Clearance testing procedures will follow the protocol described in the *HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards*. The clearance levels are shown in Table 3. Units undergoing major renovations beyond the lead hazard control are often cleared once at the end of the lead hazard control work and then again at the end of the remaining renovations.

RENTAL, VACANT, OWNER-OCCUPIED AND HOUSING STOCK

DURA and the City project that 40% of the properties will be rental, and 60% of the properties will be owner-occupied. DURA and the City expect that the majority of homes undergoing LBPHC activities will be single family, duplex, or 'small' multi-family dwellings (4 or fewer units).

Table 3 - Housing Occupancy Projections
Number of Units Proposed

Type of Unit		% of Total
Owner-Occupied	78	60
Rental	52	40
Total	130	100%

RELOCATION PLAN

The RA and lead abatement contractor, while drafting the occupant protection plan, will determine whether relocation is necessary to ensure the safety of the clients of the LBPHC program. If necessary, the RA will inform the PM about the need to relocate and the dates of the necessary relocation. The PM discusses with the clients about what location criteria are important when finding a hotel for relocation. The PM books accommodations for the client’s household for the necessary dates and DURA pays for the accommodation directly. Clients, whose criteria and/or list of requests are beyond the scope of the available funds, will be responsible for securing alternative housing during lead hazard control work. All relocation, with family or other, is encouraged to be within a lead safe unit.

EDUCATION AND OUTREACH EFFORTS

Methods of Community Education:

DURA, in conjunction with the City on behalf of the Denver LBPHC program, will participate in education and outreach events and deliver materials that are culturally sensitive, targeted to appropriate audiences, and linguistically appropriate for each audience. The methods of delivery are described below:

Community and Faith-based Organization Events: DURA, in conjunction with the City on behalf of the Denver LBPHC Program, will participate in community events in the target neighborhoods. These include community fairs, health fairs, faith-based organization fairs, and school fairs.

Information Dissemination to Faith-based and Community-based Organization: DURA, in conjunction with the City on behalf of the Denver LBPHC Program staff will make presentations, speak informally, and/or deliver materials to neighborhood associations, civic groups, faith-based organizations, and community groups.

Coalition Building: DURA, in conjunction with the City on behalf of the Denver LBPHC program, will participate in lead-related coalitions operating in the Denver metro area. These include the Colorado State Lead Coalition, the Colorado State Healthy Housing Coalition and the Denver Regional Council of Governments.

TRAINING EFFORTS

Trained Workforce

All lead abatement contractors who work for the Denver LBPHC Program must be trained and state-certified for lead abatement. Grant funds will be available to contractors who wish to become state-certified in lead abatement or to expand their capacity.

BLOOD LEAD TESTING

Parents of children under six years old will be required to sign a blood lead testing release form through which they must select that either they will get their children tested for blood lead level before the lead hazard control work, or that they refuse due to religious or other personal information. The Colorado

Department of Public Health and Environment (CDPHE) and Denver Department of Public Health and Environment (DDPHE) are the public agencies responsible for case management of children with elevated blood lead levels over 5ug/dL. All laboratory reports of EBL children are sent to these agencies for follow-up regarding case management.

EVALUATION

Database

DURA will use a comprehensive database for collecting and analyzing data for the Denver LBPHC Program. The database will include information on the house (age, condition, structure), the family demographics, lead hazards (dust, paint, soil), lead-dust follow-up visits, and lead hazard control activities and costs. The database allows DURA to keep track of follow-up evaluation needed, the achievements of the program, cost-effectiveness, and the reporting required by HUD.

Blood Lead Data

If possible, blood lead data on children with an elevated blood lead level will be collected before and after lead hazard control work is done in order to evaluate the success of the program’s lead abatement work. Families may choose to opt out of blood lead testing with a signed waiver. This data will be entered into the secure database for easy quarterly evaluation and at the end of the grant period. Blood lead data will be managed by DDPHE.

Follow-up Dust Testing

DURA will conduct follow-up dust testing in approximately 20% of the homes in which lead hazard control was completed. Data will be collected and stored in the comprehensive database for quarterly and final evaluation. If dust hazards are found in the follow-up, DURA will reevaluate the hazards and perform additional hazard control if necessary. If an item is discovered that should be under the one-year warranty of the lead abatement contractor, he/she will be called to rectify the problem. If a hazard is discovered that was previously not in the description of work, or was due to a faulty work description, DURA will contract for additional work with the original lead abatement contractor.

MEASURES OF SUCCESS

DURA will measure the success of the LBPHC Program by several factors as presented in the table below:

<u>Activity</u>		<u>Measure of Success</u>	<u>Goal</u>
Training/Economic Development			
contractors certified in abatement	training	number certified	3
subcontractors/workers	training	number trained	20
Lead Hazard Control			
Units inspected/assessed	lead inspection/risk assessment	number completed	250
units completed and cleared	abatement/interim control	number completed	130
follow up	clearance	pass rate at 1 st clearance	100%

Reporting/Data Collection

Data collection:

collect data and enter into database	data entry	ability to produce reports	100% on time reporting
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Reporting:

quarterly reports -	data retrieval	due 30 days after end of quarter	100% on time reporting
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final report -	data retrieval	due 30 days after end of grant	100% on time reporting
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HEALTHY HOMES SUPPLEMENTAL FUNDING

DURA’s RA will complete the Healthy Homes assessments (HH) and scopes of work for each eligible property. The assessment and bidding for HH work will happen concurrently with the lead hazard assessment and bidding. The unit work completion for HH will happen after the lead hazard control work is completed, unless the lead and HH work can occur safely simultaneously.

Prioritization of lead-based paint hazards will always be first in any unit enrolled in the program. Using HUD’s 29 health hazards as a guide, DURA will prioritize HH interventions as follows: 1) those that are most likely to affect the population 5 years of age and younger; 2) those that are most likely to affect the population 14 years of age and younger; 3) those that affect no specific age group; 4) those that are most likely to affect to the population 60 years of age and older. DURA will move through the hazards in that order and address them as they pertain to each unit. Given the limited resources for HH interventions, if there are multiple hazards that need addressing, using the prioritization schedule above, DURA will determine which are the most egregious and address those. When applicable, DURA will refer the unit to other programs to address hazards that the LBPHC program cannot.

DURA and the City estimate conducting HH interventions in 80 units with a maximum cost of \$5,000 per unit. If a property requires more than \$5,000 of HH work, DURA must seek and be granted approval from the City before any HH work is conducted. The process for HH interventions will follow the same work flow as lead hazard control work, addressed above. The PM will clearly identify work addressed as lead hazard control and work addressed as HH in any invoicing for reimbursement and for documentation in the unit file.

Access to Services for Persons with Limited English Proficiency

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting federal agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor’s programs, services and activities under this Agreement. The City maintains a Limited English Proficiency (LEP) Plan, through the Office of Economic Development, to ensure compliance with Title VI and will provide services to DURA necessary for compliance.

7m.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
7n.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
7o.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
7p.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
7q.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
7r.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
7s.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
7t.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
7l.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Total Subcontracts Cost							\$1,320,000.00	\$1,320,000.00	\$0.00	\$1,320,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Construction Costs (Not Used for OLHCHH Grants)	Quantity	Unit Cost		Admin	Direct		Estimated Cost	HUD Share Total	HUD Share Admin	HUD Share Direct	Total Match	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income		
Total Construction Costs							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Other Direct Costs	Quantity/Item	Unit Cost	Other	Admin	Direct		Estimated Cost	HUD Share Total	HUD Share Admin	HUD Share Direct	Total Match	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income		
Lead and Healthy Homes work in Denver	20	\$12,500		0%	0%		\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$250,000.00								
XRF Resource	2	\$6,500		0%	0%		\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$0.00									
DURA Risk assessor training	2	\$1,100		0%	0%		\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$0.00									
DURA Supervisor training	2	\$625		0%	0%		\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$0.00									
DURA Risk assessor certification (3year)	3	\$590		0%	0%		\$1,770.00	\$1,770.00	\$0.00	\$0.00	\$0.00									
DURA Eval & Abatement firm state certification	3	\$500.00		0%	0%		\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00									
lead worker training	10	\$525.00		0%	0%		\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$0.00									
lead worker certification (3 year)	10	\$540.00		0%	0%		\$5,400.00	\$5,400.00	\$0.00	\$0.00	\$0.00									
lead supervisor training	3	\$625.00		0%	0%		\$1,875.00	\$1,875.00	\$0.00	\$0.00	\$0.00									
lead supervisor certification (3 year)	3	\$590.00		0%	0%		\$1,770.00	\$1,770.00	\$0.00	\$0.00	\$0.00									
lead abatement firm certification	9	\$550.00		0%	0%		\$4,950.00	\$4,950.00	\$0.00	\$0.00	\$0.00									
education & outreach events, materials, etc	10	\$1,974.00		0%	0%		\$19,740.00	\$19,740.00	\$0.00	\$0.00	\$0.00									
lab samples & clearances, risk assess., follow up	382	\$105.00		0%	0%		\$40,110.00	\$40,110.00	\$0.00	\$0.00	\$0.00									
recording fees	45	\$28.00		0%	0%		\$1,260.00	\$1,260.00	\$0.00	\$0.00	\$0.00									
relocation	10	\$600.00		0%	0%		\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00									
9z. Healthy Homes Supplement							\$400,000.00	\$400,000.00												
Total Other Direct Costs							\$756,075.00	\$506,075.00	\$0.00	\$0.00	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal of Direct Costs							\$2,858,210.86	\$2,608,210.86	\$99,604.19	\$2,002,531.67	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10. Indirect Costs	Rate	Base	Other	Admin	Direct		Estimated Cost	HUD Share Total	HUD Share Admin	HUD Share Direct	Total Match	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income		
				100%	N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
				100%	N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
				100%	N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
				100%	N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
				100%	N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
				100%	N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
				100%	N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
				100%	N/A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00									
Total Indirect Costs							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Estimated Costs (Subtotal Direct + Total Indirect)							\$2,858,210.86	\$2,608,210.86	\$99,604.19	\$2,002,531.67	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

OLHCHH Budget Worksheet Tool (08/2016)

Grant Application Detailed Budget Worksheet

Detailed Description of Budget								
Analysis of Total Estimated Costs			Percent of Total	Estimated Cost	HUD Share Total	HUD Share Admin	HUD Share Direct	Total Match
1. Personnel (Direct Labor)			21%	\$608,162.00	\$608,162.00	\$65,930.56	\$542,231.44	\$0.00
2. Fringe Benefits			5%	\$139,877.26	\$139,877.26	\$15,164.03	\$124,713.23	\$0.00
3. Travel			1%	\$24,496.60	\$24,496.60	\$8,909.60	\$15,587.00	\$0.00
4. Equipment			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Supplies and Materials			0%	\$9,600.00	\$9,600.00	\$9,600.00	\$0.00	\$0.00
6. Consultants			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Contract and Sub-Grantees			46%	\$1,320,000.00	\$1,320,000.00	\$0.00	\$1,320,000.00	\$0.00
8. Construction			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Other Direct Costs			26%	\$756,075.00	\$506,075.00	\$0.00	\$0.00	\$250,000.00
10. Indirect Costs			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:			100%	\$2,858,210.86	\$2,608,210.86	\$99,604.19	\$2,002,531.67	\$250,000.00
Percentage of HUD Share Total:					100.00%	4.51%	90.69%	11.32%

OLHCHH Budget Worksheet Tool (08/2016)

**U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes
Terms and Conditions for FY 2017 Grants and Cooperative Agreements**

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PREFACE

The Office of Management and Budget (OMB) has published final guidance, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The OMB-issued uniform guidance supersedes, consolidates, and streamlines requirements from eight OMB Circulars: A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local and Indian Tribal Governments), A-89 (Catalog of Federal Domestic Assistance), A-102 (Grants and Cooperative Agreements With State and Local Governments), A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations), A-122 (Cost Principles for Non-Profit Organizations), and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), and the guidance in OMB Circular A-50 (Audit Follow-up) on Single Audit Act follow-up.

This guidance is applicable to non-Federal entities as of December 26, 2014, with one exception for HUD grants—non-Federal entities previously subject to 24 CFR Part 84 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations) will have a one-year grace period to comply with the revised procurement standards in 2 CFR §200.318–§200.326.

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

GRANT/COOPERATIVE AGREEMENT

GENERAL

The Grant/Cooperative Agreement (also referred to as an award document) consists of the form HUD-1044, including any special conditions, and these Grant/Cooperative Agreement Provisions. The Grantee must comply with the requirements and conditions established in the Grant/Cooperative Agreement.

A. Overview of Award Implementation

This instrument reflects the acceptance of the budget, key personnel and basic conditions of the Applicant's approved general proposal, or any subsequent revision, submitted in response to the Notice of Funding Availability (NOFA) for the Department of Housing and Urban Development, Office of Lead Hazard Control and Healthy Homes Grant Programs for the NOFA indicated on the form HUD-1044 cover page. As a condition of accepting the grant award, the Grantee and sub-recipients, as applicable, agree to the following:

The Grantee must complete and submit a revised management and work plan, Deliverables/Outcomes and Budget (summarized on the Benchmark Standards) **within 60 calendar days** of the effective date of the award (form HUD-1044). These revisions shall update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan and budget. Revisions should be developed per the instructions provided by the assigned Government Technical Representative (GTR). If identified issues are not addressed satisfactorily, the Grantee's grant may be terminated based on failure to successfully conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which the Grantee applied. A Grantee whose work plan includes conducting activities that physically alter the dwelling or its property, such as lead hazard control or other healthy homes interventions, will not be allowed to draw down funds prior to the completion of a satisfactory environmental review by the appropriate HUD Environmental Officer and its receipt of an approved Request for Release of Funds and Certification, as prescribed within this agreement. See OLHCHH Policy Guidance 2008-03 for further details.

B. Definitions¹

"Allocable Costs" as defined in 2 CFR §200.405, costs that are allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. This standard is met if the cost: (1) is incurred specifically for the Federal award; (2) benefits both the Federal award and other work of the Grantee and can be distributed in proportions that may be approximated using reasonable methods; and (3) is

¹In accordance with 2 CFR Part 200 and the *HUD* Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, and applicable Notices of Funding Availability.

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

necessary to the overall operation of the Grantee and is assignable in part to the Federal award in accordance with the principles in 2 CFR Part 200, subpart E – Cost Principles. All activities that benefit from the Grantee’s indirect costs, including unallowable activities and services donated to the Grantee by third parties, will receive an appropriate allocation of indirect costs. Any cost allocable to a **Federal** award or cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

“**Commercial and Government Entity (CAGE) Code**” is a unique identifier assigned to suppliers to various government, as well as to Federal Agencies and various organizations. **CAGE** codes provide a standardized method of identifying a given facility at a specific location.

“**Contract**” as defined in 2 CFR §200.22 means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

“**Contractor**” means an entity that receives a contract as defined in 2 CFR §200.22 Contract

“**Direct Costs**” as define in 2 CFR §200.413 are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Typical direct costs chargeable to Federal awards are: Compensation of employees for the time devoted and identified specifically to the performance of those awards; Cost of materials acquired, consumed, or expended specifically for the purpose of those awards; Equipment and other approved capital expenditures; and travel expenses incurred specifically to carry out the award. Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost. **Refer to the Notice of Funding Availability (NOFA) for specific information regarding what constitutes Direct Costs for you and any applicable programmatic requirements you must adhere to.**

“**Disallowable Costs**” means those charges to an award that HUD determines to be unallowable, in accordance with the applicable Federal cost principles or other terms and conditions contained in the award.

“**General Purpose Equipment**” as defined 2 CFR §200.48 means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

“**Government Technical Representative**” (GTR) means the HUD Official who is responsible for the technical administration of the grant, the evaluation of performance under the grant the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

“Grant Award” “Cooperative Agreement” or “Federal Award” means the award document consisting of the HUD-1044, including any special conditions; these award provisions refer to either a grant or a cooperative agreement instrument.

“Grantee” or “Recipient” as defined in 2 CFR §200.86, means non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out an activity under a Federal program.

“Grant Officer” means the official authorized by HUD to execute and/or administer this grant. This term also refers to a Cooperative Agreement Officer when the instrument is a cooperative agreement.

“Guidelines” refers to the definitions, standards and information contained in the latest edition of the “Guidelines for the Evaluation and Control of Lead-Based Paint in Housing.” The Guidelines are incorporated by reference into the grant.

“HHGMS” means Healthy Homes Grant Management System. The OLHCHH online data management system that allows processing administrative, technical actions, and quarterly reporting among the Grantee, Government Technical Representative, and Grant Officer.

“HUD” means Department of Housing and Urban Development.

“Indirect (Facilities & Administrative (F&A) Costs” as defined in 2 CFR §200.56 means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

The term applies to costs of this type originating in the Grantee’s organizational unit, as well as those incurred by other organizational units or other entities in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect costs within a Grantee’s organizational unit or in other agencies providing services to a Grantee’s organizational unit. Indirect cost pools should be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

“Modified Total Direct Cost (MTDC)” as defined in 2 CFR §200.68 means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward more than \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

“Must” or “Shall” means a **mandatory** requirement of the Terms and Conditions in association with the form HUD-1044 for the grant or cooperative agreement.

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

“**NOFA**” means the Notice of Funding Availability that announced the availability of funding for this award.

“**Non-Federal Entity**” as defined in 2 CFR §200.69 means a state, local government, Indian Tribe, Institution of Higher Education (IHE), or Nonprofit Organization that carries out a Federal award as a Recipient or Subrecipient.

“**OLHCHH**” means the HUD Office of Lead Hazard Control and Healthy Homes.

“**Partner or Partnership**” is identified as a Subgrantee or Contractor that has an arrangement in which skills, services, or resources are shared in accordance with the partnership agreement to meet the goals of the grant or cooperative agreement.

“**Pass-Through Entity**” as defined in 2 CFR §200.74, means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

“**Prohibited Awarding**” is defined as contracts or subrecipient agreements not approved in writing by the Grant Specialist/Grant Officer when cost or funds exceed \$3,500.00.

“**Publication**” includes: (a) any document containing information for public consumption; or (b) the act of, or any act which may result in, disclosing information to the public.

“**Research**” as defined in 2 CFR §200.87, means a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “**Development**” is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

“**Should**” means the best practices or recommended approach of the Terms and Conditions in association with the form HUD-1044 for the grant or cooperative agreement.

“**Subaward**” as defined in 2 CFR 200.92, means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

“**Subrecipient**” or “**Subgrantee**” as defined in 2 CFR §200.23 means an entity that receives a contract. A “contract” is defined in 2 CFR §200.22 as a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in 2 CFR Part 200 and in these Terms & Conditions does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (see §200.92 Subaward).

C. Changes to Reporting - Transparency Act Reporting

1. Recipient Reporting to Meet the Requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006 (FFATA), as amended.

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

- a. **Recipient Reporting.** Recipients and other prime awardees of HUD financial assistance are required to report sub-awards in the Federal Subaward Reporting System (FSRS) website: <https://www.fsrs.gov> or its successor system. Prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the award and subawards, where both the initial award is \$25,000 or greater or the cumulative award will be \$25,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and subaward information is in accordance with the requirements of the FFATA, as amended by section 6202 of Public Law 110-252, and OMB Guidance issued to the Federal agencies on September 14, 2010 (75 FR 55669) and in OMB Policy guidance. The prime awardee will have until the end of the month plus one additional month after a subaward is obligated to fulfill the reporting requirement. The FFATA requires the creation of a public government wide website in which the following subaward data will be displayed:

- Name of entity receiving award;
- Amount of award;
- Funding agency;
- North American Industry Classification System (NAICS) code for contracts, or Catalog of Federal Domestic Assistance (CFDA) program for financial assistance awards;
- Program source;
- Award title descriptive of the purpose of the funding action;
- Location of the entity (including Congressional district);
- Place of Performance (including Congressional district);
- Unique Entity Identifier(s) of the entity and its parent; and
- Total compensation and names of top five executives.

For the purposes of reporting into the FFATA Sub-Award Reporting System (FSRS) reporting site, the unique ENTITY identifier is the identifier used by DUN and Bradstreet Universal Numbering System (DUNS) number the entity has obtained from Dun and Bradstreet, and for Prime Awardees the DUNS number registered in the Central Contractor Registration as required by HUD regulation 24 CFR 5.1004.

The Grantee shall submit the Federal Financial Report (FFR) (Standard Form 425) for each project or program annually. A final FFR shall be required at the completion of the award agreement and shall use the end date of the project or grant period as the reporting end date.

HUD requires recipients to submit the FFR no later than 90 calendar days after the end of each specified reporting period for annual reports. Final reports shall be submitted no later than 90 days after the project or grant period end date. Extensions of reporting due dates may be approved by HUD upon request of the recipient.

- b. **Prime Awardee Executive Compensation Reporting.** Recipients and Other Prime Awardees must also report in the government wide website the total compensation and names of the top five executives in the prime awardee organization if:

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

- More than 80% of the annual gross revenues are from the Federal Government, and those revenues are greater than \$25 million annually; and
 - Compensation information is not readily available through reporting to the Securities and Exchange Commission (SEC).
- c. Sub-award Executive Compensation Reporting. Recipients and other Prime Awardees must also report in the government wide website the total compensation and names of the organization if:
- More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
 - Compensation information is not readily available through reporting to the Securities Exchange Commission (SEC.)
- d. The FFATA Reporting Exemptions. The FFATA exempts any sub-awards less than \$25,000 made to individuals and any sub-wards less than \$25,000 made to an entity whose annual expenditures are less than \$300,000. Subawards with a cumulative total of \$25,000 or greater are subject to subaward reporting beginning the date the subaward total award amount reaches \$25,000. Any other exemptions to the requirements must be approved by the Office of Management and Budget. **If you have any problems or issues regarding FFATA, please notify the Grants Management and Oversight Division of HUD by calling 202-708-0667. The phone number may also be reached by individuals who are deaf or hard of hearing, or who have speech disabilities, through the Federal Relay Service's teletype service at 800-877-8339.**

Further, each recipient of federal funds with a cumulative value greater than \$10 million and their Grantee See the following websites below:

- [FFATA Information System](https://www.fsr.gov/)
<https://www.fsr.gov/>
- [FFATA Sub-Award Reporting System](https://www.fsr.gov/)
<https://www.fsr.gov/>
- [Federal Subaward Reporting System \(Contractor User Guide 1.0\)](https://www.fsr.gov/documents/fsrs_contractor_user_guide_1.0.pdf)
https://www.fsr.gov/documents/fsrs_contractor_user_guide_1.0.pdf
- [Grants.gov \(Training Webinars\)](http://www.grants.gov/web/grants/learn-grants/grant-reporting.html)
<http://www.grants.gov/web/grants/learn-grants/grant-reporting.html>

The term **subaward** used in the FSR database covers both subgrantees and contractors under the Prime Awardee (Grantee). The report list will indicate the “source” of the report. Those reports tied to a Contract award will list “contract” and those reports tied to a grant award will list “grant”.

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

The federal funding reporting requirement (under FFATA) is that payments to subawards of federal grants **must** be reported when the payments total \$25,000 or more. **Subawards** include, first, subgrants, and, second, contracts by the grantee that carry out part of the grant purpose (as contrasted with providing ordinary business materials or services). Contractors that do lead hazard control work (such as outreach, enrollment eligibility verification, inspections, risk assessments, interim controls, or abatement) are carrying out the purpose of a lead hazard control grant. If they are to be paid \$25,000 or more, they must be listed in the FFATA database system, called FSRS.

D. English Language

The English language will be used in the 2017 Terms and Conditions as defined in 2 CFR §200.111 as stated below:

- All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

E. Conflict of Interest

“**Conflict of Interest (COI)**” as defined by 2 CFR §200.112, means the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. HUD is in the process of establishing the conflict of interest policy for the Awardees to follow. ***The Grantees will be notified in writing of the COI Policy within 60 days of implementation by HUD.***

F. Determining Subrecipient or Contractor Classification

“**Determining Subrecipient or Contractor Classification**” as defined by 2 CFR §200.330 means the Non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. **See OLHCHH’s Policy Guidance Number: 2017-02.**

G. Procurement Standards

“Procurement Standards” as defined by 2 CFR § 200.317 through § 200.326 means when procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state,

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will follow §§200.318 General procurement standards through 200.326 Contract provisions. See **OLHCHH's Policy Guidance Number: 2017-04.**

H. Treating Zero -Bedroom Pre-1978 Units with a Child under Age 6 under Lead Hazard Control Grant (New)

The new OLHCHH policy will expand the scope of target housing units that may be treated under its Lead Hazard Control Grant Programs (Lead-Based Paint Hazard Control (LBPHC) and Lead Hazard Reduction Demonstration (LHRD)) to include 0-bedroom dwellings constructed prior to 1978 in which a child under age 6 resides or is expected to reside. See Policy Guidance Number 2017-03.

PROGRAM REQUIREMENT (Articles)

1. Administrative Costs

LBPHC, LHRD, and Other Grants Awarded under section 1011 of the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X of the Housing Community Development Act of 1992, Public Law 102-550): Administrative costs may not exceed 10 percent of the federal grant award. For the purposes of grants awarded under section 1101 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, administrative costs are defined as overhead costs and costs of general management, oversight, and coordination. Administrative costs include all allowable and allocable direct administrative costs (costs for the general management, oversight, and coordination of the grant – i.e. program administration and indirect (F&A cost (defined in 2 CFR §200.56)). During negotiations, the Grantee's Authorized Official and Fiscal Officer must certify administrative costs and complete the Standard Form 425 Part 3 Financial Reporting Form (Administrative Cost Summary).

Notwithstanding any Administrative Cost limits provided in a statute, regulation, or in the applicable NOFA, an indirect cost rate that is no greater than the approved rate negotiated with the applicant's federal cognizant agency shall be used.

2. Administrative Requirements

For all grantees, awards will be governed by 2 CFR Part 200 and these grant/cooperative agreement provisions.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

Advance payments by the Treasury electronic funds transfer are authorized under this grant. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the startup activities of this agreement and as agreed to by the Grant Officer. In accordance with 2 CFR §200.305, "Payment", to the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply: (i) The Non-Federal entity receives less than \$120,000 in Federal awards per year; (ii) The best reasonably available interest-bearing account would not be expected to earn

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interest in excess of \$500 per year on Federal cash balances; (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital, and payment to the Grantee may be made by Treasury check or electronic funds transfer, at HUD's discretion, to reimburse the Grantee for actual cash disbursements.

4. Allowable Costs

This is a cost reimbursement award. Except as described in **Article 3, "Advance Payment by Treasury Check or Electronic Funds Transfer,"** the Grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown on the form HUD-1044, Assistance Award/Amendment. In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR/Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by 2 CFR Part 200.

5. Amendments

The Grant/Cooperative Agreement may be modified at any time by written amendment. Amendments that reflect the rights and obligations of either party shall be executed by both HUD (through the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer. See OLHCHH Policy Guidance 2013-03.

6. Amount of Cost Share

The estimated cost for the performance of this grant is the "Total Instrument Amount." See the form HUD-1044, Assistance Award/Amendment. The Grantee shall be reimbursed by HUD for 100% of allowable costs incurred in the performance of this grant. **HUD shall not reimburse the Grantee in excess of the "Total HUD Amount" of the form HUD-1044.** HUD reserves the right to withhold three-percent (3%) of the Federal award amount pending the receipt and approval of a Final Report (with supporting documentation) prepared in accordance with the OLHCHH Policy Guidance 2012-05 and/or GTR instructions for the specific OLHCHH program and any amendments.

The proposed match contribution to supplement HUD funds is the "Recipient Amount." The Grantee agrees to bear without reimbursement by HUD the "Recipient Amount" of the total costs. The Grantee is not obligated to contribute more than the "Recipient Amount." However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the "Total Instrument Amount." The Grantee shall submit to the GTR as an attachment to the SF-425 (Federal Financial Report), verification of eligible match sources and verifiable documentation (if applicable for the specific quarterly reporting period) for eligible match activities to substantiate the match (recipient amount) reflected on each quarterly SF-425 submission and on the final SF-425. The Grantee shall also include the eligible match on the Part 3 - Financial Reporting Form (Match Commitment Summary).

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For verification of the eligible match source(s) and verification of match for eligible program activities, the Grantee shall submit a letter on letterhead signed by the Authorized Official. The letter shall include the following:

- Name of match source;
- Amount of match;
- Type of match (cash or in-kind);
- Description and purpose of eligible program activities performed as a result of receipt of the match;
- Documentation to substantiate the match from the matching organization/entity.

The match from the matching organization may include:

- Cash Contributions, verified by:
 - General ledger entries;
 - Expenditure reports;
 - Invoices;
 - Signed contracts/agreement;
 - Timesheets;
 - Activity Report, etc.
- In-Kind (Including third part contributions), verified by:
 - Identification of donated equipment, supplies, volunteers' services, etc.;
 - Fair Market Determination;
 - Invoices;
 - Timesheets and/or Activity Reports.

The Grantee must satisfy all statutory matching requirements in the NOFA. If the Grantee's actual matching contribution is less than "Recipient Amount" on the form HUD-1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's match, or to reduce the Government's share proportionally, or to require the Grantee to reimburse the Government from non-federal funds the amount of eligible match not met. The Grantee shall notify the Government at any time it believes it will not meet its match by the completion of the grant. If the Grantee has a request to reduce match, the Grantee shall provide a revised SF-424, a revised form HUD 424 CBW, and a revised budget narrative. In addition, a justification is required.

7. Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

Part 3 – Financial Reporting Form and Standard Form 425 Financial Status Report, detailing match or in-kind contributions, shall be submitted on a quarterly basis to the GTR via the reporting system specified in Article 38, Project Management System. OLHCHH must receive a signed original document. A Final Report (along with a final Standard Form 425) is due no later than 90 days after the end of the period of performance. See Article 6, Amount of Cost Share, regarding the holdback of 3% of the Federal amount pending the receipt and approval of the Final Report. The Final Report should detail the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of

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the activities to achieve this purpose (Federal, leverage and in-kind statutory percent match amounts). Failure to submit a Final Report within 90-days from the end of the grant period of performance may result in the grant being administratively closed and all outstanding funds recaptured by HUD or the Treasury. For guidance on how to complete the Grantee's Final Report, see **OLHCHH Policy Guidance 2012-05**.

8. Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are incorporated into this award document. They include, but are not limited to:

- a. Standard Form 424 (SF-424), Application for Federal Assistance
- b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c. Applicant/Recipient Disclosure Update Report (HUD-2880)
- d. Certification of Consistency with the Consolidated Plan (HUD-2991)

9. Changes to Award Agreement

In accordance with 2 CFR Part 200 as applicable grantees/recipients and subgrantees must obtain the prior approval of the awarding agency (see **OLHCHH Policy Guidance 2013-03**) whenever any programmatic changes are anticipated to include the following:

- a. Subrecipient or Contractor receiving funds greater than \$3,500.00 classification must be approved in writing by the Grant Specialist/Grant Officer regarding their classification status;
- b. Any equipment in excess of \$5,000 must obtain prior approval in writing from the GTR or Grant Specialist;
- c. Contact Information must be provided within 30 days (See Article 13);
- d. Any revision of the scope or objectives of the project (e.g., change in target area(s), intervention methods, institutional review board approval to be obtained, interim or final benchmarks of numbers of environmental reviews to be completed, housing units to be treated, number of people to be trained, etc.) regardless of whether there is an associated budget revision requiring prior approval);
- e. Need to extend the period of performance/availability of funds;
- f. Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget. Changes in key personnel as specified in an application or a grant award. In research projects, a change in the project director or principal investigator always requires approval;
- g. Contracting out, sub-granting (if authorized by law) or otherwise obtaining the third party (e.g. vendors) to perform activities that are central to the purposes of the award;
- h. International Travel – All international travel that is required to ensure the goals of the grant **MUST** have prior approval in writing from the assigned GTR with concurrence from the Grant Officer before the travel takes place.

10. Closeout (See OLHCHH Policy Guidance 2012-05)

The Grantee shall provide the closeout documentation to the GTR within 90 days after the end of the performance period, consisting of the following elements:

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- a. Final Narrative Report
- b. Final breakdown and justification of budget categories including direct costs, administrative costs, match/cost share and indirect cost rate, if applicable;
- c. Part 3 from the Healthy Homes Grants Management System (HHGMS) on-line quarterly reporting system;
- d. Final Federal Financial Report (SF-425)
- e. Final invoice for incurred expenses (All budget expenses reported in the SF-425, LOCCS and placed HHGMS must match before the grant can be closed out); and
- f. Final reporting into the Healthy Homes Grants Management System on-line quarterly reporting system (only if additional housing units were completed and cleared during the close out period).

The Grantee shall submit a final Section 3 Report (HUD 60002) to its local HUD Field Office at: https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3/spears

HUD will notify the Grantee in writing when the Grant/Cooperative Agreement is closed. The Grantee has three areas of continuing responsibility after closeout of award:

- a. Records and materials must be kept in a safe place and be accessible to HUD, auditors and other government officials for a period of at least 3 years from the end of the award's period of performance. This requirement also extends to all sub-grants/sub-wards and subcontracts the Grantee has executed for over \$10,000.
- b. Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the award document. Disposal of property must be in accordance with 2 CFR §200.310-§200.316. See **Article 37, Program income**, regarding use of those funds.
- c. Notification to the GTR and Grant Officer if at any time during the three-year period after the period of performance, the Grantee organization is discontinued or changes location. The GTR and Grant Officer shall be notified immediately of the new address or the address of the party retaining all records.

11. Conduct of Work

During the effective period of this grant, the Government Technical Representative shall be responsible for monitoring the technical effort of the Grantee. The Grantee **must** allow and fully cooperate with both remote monitoring requests and on-site monitoring visits. Failure to comply with a request associated with remote monitoring within a reasonable timeframe (As set by the GTR or Grant Officer) may result in "High Risk" designation, suspension, or termination of grant. See **Article 46, Suspension and**

Termination (For Cause).

The Grantee or Subgrantee shall not engage in any unethical activities during the grant/cooperative agreement performance period. If HUD makes a determination that the Grantee or Subgrantee has engaged in unethical activities, the Grantee or Subgrantee will be subject to "High Risk" designation or suspension until such time as the activities have ceased and assurance acceptable to HUD is given that no further activities will occur; in addition, HUD may take enforcement action under 2 CFR §200.338.

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Mandatory Disclosure Requirements: The Grantee and Subgrantee must disclose, in a timely manner and in writing to HUD, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make disclosures can result in any of the remedies described in §200.338. Actions taken are subject to **Article 46, Suspension and Termination (For Cause)**.

12. Collection of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501-3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, the approval time may considerably lengthen the time required for completion of the proposed project. The Grantee shall give careful consideration to requiring the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a. The Grantee is conducting the collection of information at the specific request of HUD; or
- b. The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection.

The Grantee shall cooperate fully with any research or evaluation sponsored by HUD or another government agency associated with this grant program, including preservation of project data and records and compiling requested information in formats provided by the researchers, evaluators or HUD. This also may include the compiling of certain relevant local demographic, dwelling unit, and participant data not contemplated in the original proposal. Participant data shall be subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA and the Privacy Rule can be found at <http://www.hhs.gov/ocr/privacy/>.

13. Contact Information Updates

The Grantee must inform the GTR within 30 days of any changes in contact information, including the organization’s name, address, telephone, e-mail, and key personnel or authorized official change.

The transferring of a grant or cooperative agreement to another entity/organization within the structure of the City, County, State, Native American Tribal (Federally recognized Indian Tribal Governments), College/University, Profit or Nonprofit Institutions requires notifying the GTR for involvement in the transferring process. In addition, the Grantee **must** submit a request and receive a written approval (HUD-1044) **prior** to the transfer from the Grant Specialist process through HHGMS. Failure to receive a written approval may result in sanctions, suspension, or termination of the grant or cooperative agreement. See **Articles 43 and 46, Sanctions, Suspension and Termination (For Cause)**.

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14. Copyright

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement/grant; and (b) any rights of copyright to which a Grantee or sub-Grantee or a contractor purchases ownership with award funds.

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at

<http://www.hud.gov/library/bookshelf11/>.

15. Direct Costs

"Direct Costs" as defined in 2 CFR §200.413 and in these terms and conditions, are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Detailed explanations of direct costs are provided in 2 CFR Part 200, Subpart E – Cost Principles.

Lead-Based Paint Hazard Control (LBPHC) grants, Lead Hazard Reduction Demonstration (LHRD) grants, and Healthy Homes Production (HHP) grants: OLHCHH Policy Guidance, "PGI-2015-01-Clarification of Costs for LHRD and LBPHC Grant Programs" clarifies program costs, administrative costs, direct cost, and indirect costs for LBPHC, LHRD, and HHP grants. ***Note that this policy guidance does not apply to Lead Technical Studies grants or Healthy Home Technical Studies grants.***

Cooperative Agreements that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of principles as defined by Subpart E – Cost Principles, 2 CFR§200.100 - §200.113.

16. Disputes

During the performance of the grant/cooperative agreement, disputes may arise between the Grantee and the GTR, or between Grantee and the Grant Specialist. If a dispute with the GTR arises, the Grantee may solicit the assistance of the Grant Specialist in resolving the dispute, and/or may appeal the determination by the GTR to the Grant Specialist.

If a dispute with the Grant Specialist arises, or if the Grantee has appealed a decision by the GTR to the Grant Specialist, the Grant Specialist shall prepare a final decision, considering all facts and documentation presented. The decision shall be in writing to the Grantee.

If the Grantee disagrees with the final decision by the Grant Specialist, the Grantee may appeal the decision to the Director, Grants Services Division, OLHCHH. If the Grantee wishes to submit a second appeal, the Grantee may appeal to the Deputy Director, OLHCHH. If Grantee wishes to submit a third appeal, the Grantee may appeal to the Director, OLHCHH for a final decision.

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17. Estimated Cost and Payment – Line of Credit Control System (LOCCS)

The Grantee shall be reimbursed for allowable costs incurred in the performance of work under this grant in an amount not-to-exceed “Total HUD Amount” on the form HUD-1044.

- Incurred costs shall be reimbursed through eLOCCS under the HUD's Line of Credit Control System. eLOCCS is accessed through the HUD internet portal called Secure Systems and sometimes referred to as the online systems. To use eLOCCS, you must Register as a “Business Partner” using this website: https://hudapps2.hud.gov/apps/part_reg/apps040.cfm.
- The grantees must complete the HUD -27054E LOCCS Access Authorization Form, which will specify the Business Partner(s) and HUD Programs you are authorized to access within eLOCCS. The weblink is: <http://portal.hud.gov/hudportal/documents/huddoc?id=27054E.pdf>.
- The Grantees (all new or reinstated user who needs to access eLOCCS) will need to complete the LOCCS HUD-27054E form, have it notarized, and send the *original* HUD-27054E LOCCS Access Authorization Form (with the original signature and notary seal) via U.S. Mail to the **OLHCHH (Grant Officer)** for review.
- The **Grant Officer** must review the form and validate that the grantee is the correct official accessing the grant, and program area requests are accurate. The **Grant Officer** signs and dates the HUD-27054E LOCCS Access Authorization Form acknowledging the review and authorization. The Program Office must then send the original LOCCS Access Authorization Form (with the *original* signature and notary seal) via U.S. Mail to the OCFO's Security office.
- To register as a “Coordinator or User” you will need a Secure System's User ID and use the Secure Systems Registration weblink:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/reac/online

Before receiving funds from HUD, the Grantee must designate a financial institution in order for HUD to make direct deposit payments through the ACH system. In the event that the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer at least 30 days prior to the date such change is to become effective.

The Grantee shall submit to the GTR the original documents (voucher) related to reimbursements requested for work performed. The voucher shall be supported by a detailed breakdown of the cost(s) claimed. Grantees are to use the Part 3 – Financial Reporting Form in accordance with OLHCHH Policy Guidance PGI 2015-02, “Line of Credit Control System (eLOCCS) Reimbursement Procedures”.

Note: Should you have any questions, please contact your Grant Officer.

Funds advanced to the Grantee shall be maintained in an interest-bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD by check. **All remittances shall be accomplished as follows:**

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The check should be made out to:

U.S. Department of Housing and Urban Development with the grant number on the check stub.
Express Mail to:

**Department of Housing and Urban Development
451 7th Street SW, Room 8236
Washington, DC 20410-3000
Attn: Jeffrey Simpkins**

The Grantee may retain up to \$500.00 of interest earned per Grantee's fiscal year for administrative expenses (2 CFR §200.305(b)(9)).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA, <http://www.fms.treas.gov/cmia/> as it pertains to interest).

18. Equipment

The following equipment in excess of \$5,000 is allowable, in accordance with the OLHCHH NOFA for the applicable grant program, to be acquired for the performance of this grant/cooperative agreement:

- **XRF Instruments;** X-Ray Fluorescence (XRF) instruments purchased with Federal funds for use in the OLHCHH Grant programs will remain the property of the Grantee under the conditions cited in 2 CFR §200.313, as applicable.
- **Leased Vehicles; Leasing Motor Vehicles;** must be used by the Grantee in the program or project for which it was acquired for as long as needed and must not encumber the property without prior approval of the OLHCHH in accordance with 2 CFR §200.313(c).

19. Flow Down Provisions

If the Grantee sub-awards funds under this agreement with an entity to perform work under this award, the Grantee shall include in the sub-award agreement these Terms and Conditions and any other provisions as may be necessary to ensure that the sub-grantees or sub-recipients comply with the requirement of the cooperative agreement/grant.

In accordance with 2 CFR §200.328, "Monitoring and Reporting Program Performance" Grantees are responsible for oversight for the operations of the Federal award supported activities. Grantees must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Grantee must cover each program, function or activity. See also 2 CFR §200.331 – "Requirements for Pass-Through Entities".

20. Grantee Lead Certification Program Requirement

The Grantee and Subgrantee agrees that any funds under this grant used for lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State or Tribal area in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-

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approved course in lead-safe work practices, such as the EPA (or EPA-authorized State or Tribal) repair, renovation and painting certified renovator course), and that laboratories used for analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under EPA's National Lead Laboratory Accreditation Program.

21. Single Audit Reporting Requirements

In accordance with 2 CFR Part 200, Subpart F – Audit Requirements, a Single or Program Specific Audit Report must be conducted each fiscal year for non-federal entities that exceeds \$750,000 in federal grant awards and submitted to the Federal Clearing House System as a requirement under the Single Audit Act of 1984 (amended in 1996). Grants or Cooperative Agreements may be placed on “High Risk” designation, suspended, or terminated for failing to submit the Single Audit Report. **See Article 46, Suspension and Termination (For Cause).**

The website for the Single Audit Report submission is:
<https://harvester.census.gov/facweb/>

22. HUD's Right to Audit and Disallow Cost and Recover Funds

The Government reserves the right to **recover and recapture any funds** that were not expended in accordance with the requirements; considered an **ineligible program cost**; or conditions of this agreement based upon HUD review, the final audit, monitoring site visit or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

Access to Records of Grantees and Subgrantees - HUD and the Comptroller General of the United States, or any of their authorized representatives, **shall have the right to access** any books, documents, papers, or other records of Grantees and Subgrantees that are pertinent to the grant, in order to conduct audits, monitoring visits, examinations, excerpts, and transcript.

Later Disallowances and Adjustments - the closeout of a grant does not affect:

- HUD's right to disallow costs and recover funds on the basis of a later audit or other review (2 CFR §200.344);
- The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustment (2 CFR §200.344);
- Audit requirements in 2 CFR Part 200, Subpart D – Post Federal Award Requirements of this part, §200.333-§200.337;
- Property management and disposition requirements in 2 CFR §200.310 – §200.316; and
- Audit requirements in CFR Part 200, Subpart F – Audit Requirements.

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23. HUD's Substantial Involvement

If this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement. The substantial involvement will be focused through the GTR. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- a. Review and possibly suggest amendments to the study design, including:
 - Study Objectives
 - Field Sampling Plan
 - Sample Handling and Preparation
 - Sample and Data Analysis
 - Quality Assurance
- b. Review and provide scientific and technical recommendations in response to quarterly progress reports (e.g., amendments to study design based on preliminary results).
- c. Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

24. Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning on the effective date on the form HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer with concurrence of the GTR.

25. Indirect (F&A) Cost Rate

If the Grantee has received a current federally negotiated indirect cost rate from its cognizant agency, reimbursement will be made on the basis of the current federally negotiated indirect cost rate.

Any Grantee that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of **Modified Total Direct Costs (MTDC)*** which may be used indefinitely. As described in 2 CFR §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. *[*See definition on page 5]*

In Category 10, the Indirect Costs, on the HUD-424-CBW, the Grantee shall enter the federally negotiated indirect cost rate or the de minimis rate of 10%. Then the Grantee must apply the appropriate indirect cost rate and base (MTDC) to calculate the total estimated indirect cost for the grant or cooperative agreement. **Therefore, in Category 10: Rate x Base (MTDC) = Estimated Cost.**

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26. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned Field Representatives.

27. Key Personnel (If Applicable)

Personnel specified as key personnel in the original grant application, Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. **The Program Manager must commit at least 75% of his/her time to grant award.** Prior to diverting any of the specified individuals to other work, to include reductions in the allocation of time spent on the grant by any of the key personnel, the Grantee shall notify the Grant Officer and GTR reasonably in advance, in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort and quality. At a minimum, HUD requires a current resume detailing the individual's experience as it relates to the position being sought. All changes to key personnel (except upon the death of such personnel) must be approved by the GTR in advance and may be denied in writing. No diversion shall be made by the Grantee without the prior written consent of the Grant Officer.

28. Liability Insurance

Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable. Costs of other insurance in connection with the general conduct of activities are allowable subject to limitations. See 2 CFR §200.447.

Medical liability (malpractice) insurance as defined by 2 CFR §200.447, "Insurance and indemnification," is *an allowable cost of Federal research programs only* to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance *costs must be treated as a direct cost* and must be assigned to individual projects based on the manner in which the insurer allocates the risk to the population covered by the insurance.

29. Limitation on Consultant Payments

Consultants may not be paid, or provided reimbursement for payment, whether retained by the federal government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate for the current federal pay year in which the consultant performs services under the grant/cooperative agreement.

30. Limitation Payments to Influence Certain Federal Transactions

31 U.S.C. section 1352 provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered

Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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31. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

32. Grant Deliverables (If Applicable)

The Grantee shall complete and submit a detailed management and work plan, benchmarks (with Benchmark Standards-Form HUD 96008), budget and the Grantee's policy and procedures within 60 days after the effective date of the grant. These are subject to review and approval by HUD for incorporation as part of the grant/cooperative agreement. These revisions shall update the general plan submitted in the Grantee's proposal and include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the Government Technical Representative (GTR) for the grant program as applicable.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The policy and procedures shall also include a detailed narrative description of how assistance and funding will flow from the Grantee to the actual performers of the hazard reduction work; the selection process for sub-recipients and vendors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where there is interdependence among the tasks, the work plan, and policy and procedures shall indicate how each interdependent task will provide needed inputs to the others. (See, also, **Article 39, Project Management System**).

33. Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- Statutes;
- Regulation other than 2 CFR Part 200, Uniform Administrative Requirements (see below);
- The applicable NOFA, including the General Section and the Program Section;
- Grant Agreement (form HUD-1044), including Terms and Conditions;
- Management and Work Plan;
- Special Conditions;
- Schedule of Articles;
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Grantee's Proposal (If incorporated, except for the Management and Work Plan see above).

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

34. Patent Rights (Small Business Firms and Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements.” Inquiries regarding this Patent Rights clause should be in writing and directed to:

[GTR identified on the form HUD-1044]
Government Technical Representative
U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 8236
Washington, DC 20410-3000

35. Period of Performance and Extensions and Incurring Costs or Obligating Federal

The Grantee shall provide all services stipulated in this award agreement for the period of months specified on the form HUD-1044, “Assistance Award/Amendment” Continuation Sheet from the effective date stipulated on the form HUD 1044. Grantees are to comply with the requirement of 2 CFR §200.309 and §200.343, as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated not later than 90 days after the end of the funding period. The preparation of the final administrative and financial reports is to be completed within 90-days after the end of the period of performance.

The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer.

An extension of the award period can be authorized only by the Grant Officer in writing. Neither verbal assurances, nor written assurances of funding from other than the Grant Officer, shall constitute authority to obligate funds for programmatic activities beyond the expiration date.

The OLHCHH has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding or extend the period of performance is at the sole discretion of the OLHCHH.

36. Pre-Award Costs

Prior to the effective date of the Grant/Cooperative Agreement, a Grantee may, at its own risk, incur pre-award costs with prior written approval of the Grant Officer with the concurrence of the GTR. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

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37. Profit/Fee

No increment above cost, fee, or profit shall be paid to the Grantee or any subgrantee or sub-recipient under this award.

38. Program Income

Any program income derived as a result of this award, including royalties, whether obtained during or after the period of performance, shall be added to funds committed under the Grantee's award to further activities eligible for assistance under this award in accordance with 2 CFR Part 200 as applicable, including 2 CFR §200.305 and §200.307. The program income must be used for the purposes and under the conditions of this award. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income.

39. Project Management System

a. Deliverables

The Grantee shall include a schedule listing all significant project benchmark milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing form HUD-425. Upon approval of the work plan, the Grantee shall ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

b. Quarterly Progress Reports

Quarterly reports will be due no later than January 30th, April 30th, July 30th and October 30th, for the preceding quarter following the initiation of the grant through project closeout, and should be submitted as soon as possible after the end of the quarter. If a due date falls on a federal weekend or holiday, or on an otherwise-closed HUD workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. Quarterly reports must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. In addition, a separate document illustrating match contribution for each quarter is required. [See **Article 6, Amount of Cost Share.**] Contracts, training materials, protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information shall be submitted with the quarterly reports as attachments.

The Grantee shall use the Healthy Homes Grant Management System (HHGMS), or a replacement system selected by the OLHCHH, after notifying the Grantee. The reporting system requires the submission of a work plan with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones shall be submitted. The reporting system utilizes quantifiable data and a narrative description of progress.

In the event that a Grantee cannot access the Internet, a "Word template" version of the HHGMS reporting forms is available. Completed quarterly reports in this format should be submitted to Healthy Homes Grant Management System (HHGMS) or other Internet address or other method as advised by the GTR.

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The Grantee is advised that failure to submit timely quarterly progress reports will result in not having its "eLOCCS Request Voucher for Grant Payment" processed and/or approved for payment until such time as the quarterly progress report is submitted to HUD.

c. Annual Reports

Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The Form HUD-60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted annually by January 10. See website:

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3/spears

Race and Ethnic Data Reporting Form HUD-27061. The Race and Ethnic Data Reporting Form must be submitted annually by January 10.

d. Final Report

The Final Report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The Report need not be lengthy, but should be of a quality and detail to provide a freestanding description to any outside reader of all of the applicant's work and achievements under the grant. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on Form HUD-1044. See **Article 10, "Closeout" and Policy Guidance Number PGI 2012-05, "Closeout Procedures for OHHLHC Grantees."**

40. Publications and News Releases

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include the Grantee and the Grantee's sub-recipients.

Interim and final reports (need to confirm that this includes the required scientific manuscript) may not be published by the recipient or any sub-recipients participating in the work for a period of sixty days (60) after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the recipient or other participants in the work shall contain the following acknowledgment and disclaimer:

"The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

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Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the recipient or its staff, or any sub-recipient or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event, later than coincidental with release.

41. Release of Funds and Environmental Certification

Award of a FY2017 OLHCHH grant does not constitute approval of specific sites where activities that are subject to environmental review may be carried out. Recipients conducting eligible construction, rehabilitation, repair, weatherization or related hazard remediation work must comply with 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities. Recipients that are States, units of general local government or Native American Tribes must carry out environmental review responsibilities as responsible entities, defined under Part 58. Recipients that are not-for-profit firms, educational or for-profit institutions must contact and partner with the responsible entity, usually the unit of general local government or Native American Tribe of the target area(s), to assume the environmental review responsibilities. Should the responsible entity objects to performing the environmental review, or the non-governmental recipient is unable to identify a responsible entity with whom they can partner to perform the environmental review, HUD may designate another responsible entity to perform the review or may perform the environmental review itself under the provision of 24 CFR Part 50. When HUD performs the review itself, following grant award execution, HUD will be responsible for ensuring that any necessary environmental reviews are completed.

Originals	Copies:
Karen M. Griego Program Environmental Clearance Officer Office of Lead Hazard Control and Healthy Homes U.S. Department of Housing and Urban Development 500 Gold Avenue SW, Ste. 7301 Albuquerque, NM 87102 Tel. (505) 346-6462 Fax (815) 572-0033 Karen.M.Griego@hud.gov	(HUD Address on the HUD-1044) Attn: GTR on the HUD-1044

HUD will not make additional payments from the amount awarded to a Grantee for lead hazard evaluation or control until the Grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices).

Any additional funds requested by the Grantee shall be requested in accordance with **Article 17, "Estimated Cost and Payment - Line of Credit Control System (LOCCS).**

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42. Review of Deliverables

Deliverables include, but are not limited to:

- a. All interim and final reports;
- b. Survey instruments required by the Management and Work Plan, if applicable;
- c. Other physical materials and products produced directly under the Management and Work Plan of this grant, if applicable;
- d. Match, in-kind and leverage commitments, if applicable.

The GTR shall be responsible for HUD review, receipt of corrections from the Grantee, and acceptance of the operational deliverables, above, of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee. Acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) days of the date of the GTR's receipt of such product from the Grantee. The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant. The GTR's review, correction, and acceptance of narrative deliverables shall be limited to: (1) corrections of omissions or errors of fact, methodology, or analysis; (2) deletion of irrelevant materials; and (3) improvements in style readability.

43. Sanctions

Failure to comply with the Federal statutes; regulations, including 2 CFR Part 200; or the requirements established in the award and these provisions, including failure to submit reports **on time and in accordance with the requirements** contained in these provisions, may result in the GTR/Grant Officer taking action to limit access to program funds. Actions by the GTR/Grant Officer may include, but are not limited to: requiring that reports and financial statements be submitted to the GTR/Grant Officer for approval before drawing down any funds; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant/Cooperative Agreement for non-performance as defined in Article 46, Suspension and Termination (For Cause). HUD may take enforcement action under 2 CFR §200.338, as applicable.

44. Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the Grantee's original/revised application under this NOFA as well as the subsequent Statement of Work / Management and Work Plan and Benchmark schedule.

Terms and Conditions for FY 2017 Grants and Cooperative Agreements

45. Special Conditions

Special Conditions to this award are listed on the form HUD-1044 Continuation Sheets.

46. Suspension and Termination (For Cause)

The Grant Officer may, on reasonable notice to the Grantee and/or Subgrantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee and/or Subgrantee. The award may be terminated in whole or in part before the end of the performance period **for cause** when the Grantee and/or Subgrantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results. Action will be taken in accordance with 2 CFR §200.338 – §200.342.

Effects of Suspension and Termination

Costs of Grantee or Subgrantee resulting from obligations incurred by the Grantee or Subgrantee during a suspension or after termination of an award are not allowable unless HUD expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee or Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and;
- The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- **Relationship to debarment and suspension:** The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Subgrantee from being subject to “Debarment and Suspension” under Executive Orders 12549 and 12689, CFR Part 180 as outlined in CFR §200.338.

ATTACHMENT: LIST OF ACTIONS DUE

Action	Due Date (Deliverables may be provided earlier)¹
Management and Work plan, written policies and procedures, benchmarks and revised budget with a breakdown of the match	60 days after effective date of grant/cooperative agreement
Request for Release of Funds and Certification	90 days after effective date
Institutional Review Board approval (if applicable)/Approval of Request for Release of Funds and Certification	120 days after effective date
Grant work/deliverables	As per benchmarks following Institutional Review Board approval/Approval of Request for Release of Funds and Certification

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Quarterly Progress Reports with a separate attached document illustrating match status and a current SF-424	30 days after quarter ends, i.e.: January 30, April 30, July 30, October 30
FFATA Sub-Award Reporting System	By the end of the month following the month in which the Grantee awards a subgrant greater than or equal to \$25,000
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)	January 10 annually
Race and Ethnic Data Reporting	January 10 annually
Annual Audit	Annually base on the Grantee's fiscal year
Deliverables	In accordance with benchmark schedule
90-day letter confirms all elements outlined in the grant or cooperative agreement have been met.	Due prior to the end of the period of performance
Final Report (Grant Award) and Research Paper or Publication (Cooperative Agreements).	90 days after the end of the period of performance

Contract Control Number: ENVHL-201840252-00

Grantor Name: U.S. Department of Housing and Urban
Development


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of March 20, 2018.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:



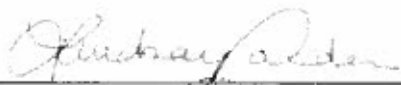
Juan Guzman, Deputy Clerk &
Recorder

By 

Michael B. Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By 

Lindsay Carder, Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

By 

Brendan Hanlon, CFO of Finance

By 

Timothy M. O'Brien, Auditor



Contract Control Number: ENVHL-201840252-00

Grantor Name: U.S. Department of Housing and Urban
Development

By: * See Award, page 1.

Name: _____
(please print)

Title: _____
(please print)

ATTEST: (if required)

By: _____

Name: _____
(please print)

Title: _____
(please print)

